

ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 Crescent Way – P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

7 th	day of	August	2008
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by and between

Father Flanagan's Boys' Home

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

WHEREAS the District is in need of special services and advice;

WHEREAS such services and advice are not available at no cost from public agencies;
 and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

<p>A team of consultants from Father Flanagan's Boys' Home will provide training in the Father Flanagan's Boys Town Education Model (BTEM) for the Bridges program teachers, paraprofessionals, program specialists and psychologists. This model is specifically designed to address the learning and educational needs of the students who are served in the District's Bridges program; that is, students with severe emotional and behavioral needs who otherwise would be placed in a non-public school (NPS). The model specifically incorporates a Life Skills Curriculum, as well as a specialized classroom management system, and instructional methods appropriate and necessary for this student population. Consultant services include three days of training during the summer, two additional days of training during the school year, and two days of program consultation/technical assistance throughout the year. This training will also incorporate a trainer-of-trainers component, so that district staff will gain capacity to be able to extend the model methods to the rest of the District's Emotionally Disturbed (ED) programs. All methodologies are evidenced-based, as is mandated by the Individuals with Disabilities Education Improvement Act (IDEA 2004) and No Child Left Behind (NCLB).</p>
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Site/School:	District Office	Funds (Cost Center):	Special Education (2830) and Title I (3815)
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2. List of Other Supportive Staff or Consultants:

Consultant does not require any additional staff.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 25, 2008
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2009
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

District staff will provide information to the trainers regarding program issues and concerns that the model will need to address. Additionally, any data that is needed in terms of student needs and challenging behavior will also be provided.
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5. District shall pay Consultant the maximum amount of

\$10,000

for services rendered

to # of people:	15 staff members (teachers, paraprofessionals, program specialists and psychologists)	# hours per day:	6	# of days:	5
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss,

damage, or expense of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

<p>It is our expectation that after this training and through its implementation, we will be able to prevent more students from requiring non-public school placement and also expand our program to serve more students.</p>

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

These consultants are employees of Father Flanagan's Boys' Home and are not available for hire as employees. Some of our own employees have a knowledge base of the Father Flanagan's Boys' Home program, but do not have the model, materials, or experience with conducting this massive training.

List any technical support that will need to be supplied by District:

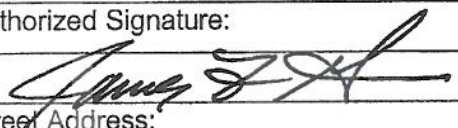
District staff will work closely with Father Flanagan's Boys' Home staff and will provide any information or support needed.

**COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
 - Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) Internet
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Father Flanagan's Boys' Home		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
James F. Gross/Associate Executive Director		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
13603 Flanagan Blvd.		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Boys Town, NE 68010-7501		Anaheim, CA 92803-3520	
Date:		Date:	
July 14, 2008			

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

	47-0376606
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*Or, initial below:

<input type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:

E-mail Address:

402-498-3394	Contact: Ken Schwartz schwartzk@boystown.org
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	July 14, 2008
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mission

Changing the way America cares for children and families by providing and promoting a continuum of care that strengthens body, mind and spirit.

vision

America's beacon of healing and hope, strengthening children and families through life-changing care.

Boys Town is a beacon of hope for America's children and families through its life-changing youth care and health care programs across the United States. Founded by Father Edward Flanagan in 1917, Boys Town is now 90 years strong. Through a continuum of family services, the nonprofit, nonsectarian organization provides the right services at the right time based on a child's or family's needs. Boys Town offers children and families services in their own homes, or, when necessary, family-like out-of-home services to children with special treatment needs. Boys Town works with communities and schools in order to meet the growing and more diverse needs of today's children and families.

Under the direction of Father Steven Boes, Boys Town provides direct care to more than 51,000 children and assists nearly 1.4 million each year through its youth care and health care programs at sites in a dozen states and the District of Columbia.

Boys Town's National Headquarters and largest child-care facility are located at the world-famous, historic Village of Boys Town in Nebraska. To get a feel for life in our town, which has its own Zip Code, *National Geographic* ZipUSA describes how children live as part of our family.

For more information, read through our list of commonly asked Questions and Answers or Contact Us.